

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF PENNSYLVANIA  
PITTSBURGH DIVISION

In re:  <b>Tara Jean Johnson and Sean Terrance Johnson,</b>  Debtors. <b>Tara Jean Johnson and Sean Terrance Johnson,</b>  Objecting Party,  v. <b>SPECIALIZED LOAN SERVICNG, LLC,</b>  Respondents.	Bankruptcy <b>22-20566-CMB</b>  Chapter 13  Related to Doc. No. <b>57</b>
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**RESPONSE TO OBJECTION TO THE NOTICE OF MORTGAGE PAYMENT**  
**CHANGE RE: CLAIM NUMBER 8**

The undersigned, Robertson, Anschutz, Schneid, Crane & Partners, PLLC, attorneys for Secured Creditor Specialized Loan Servicng, LLC (“Secured Creditor”), hereby files its Response to Objection to the Notice of Mortgage Payment Change Re: Claim Number 8 (“Objection”) (DE # 57), and in support thereof states as follows:

1. Debtors, Tara Jean Johnson and Sean Terrance Johnson (“Debtor”), filed the instant Chapter 13 Petition on March 27, 2022
2. Secured Creditor holds an interest in Debtors' real property located at 1879 State Route 286, Saltsburg, PA 15681
3. Secured Creditor timely filed its Proof of Claim on April 22, 2022 as Claim Number 8-1.
4. Pursuant to Federal Rule of Bankruptcy Procedure 3001(f), a proof of claim (and, by extension, supplemental proof of claim) executed and filed in accordance with the

Bankruptcy Rules “shall constitute prima facie evidence of the validity and amount of the claim.”

5. On February 28, 2023, Secured Creditor filed its Notice of Mortgage Payment Change.
6. On March 21, 2023 Debtor filed an Objection to the February 28, 2023 Notice of Mortgage Payment Change, asserting allegations opposing Secured Creditor’s claim.
7. Section 10 of the Real Estate Settlement Procedures Act (“RESPA”) discusses escrow shortages and set limits on the amount of money a lender may require the borrower to hold in an escrow account for payment of taxes, insurance, etc.
8. Section 10 of RESPA states in pertinent part that, each month the lender may require a borrower to pay into the escrow account no more than 1/12 of the total of all disbursements payable during the year, plus an amount necessary to pay for any shortage in the account. In addition, the lender may require a cushion, not to exceed an amount equal to 1/6 of the total disbursements of the year. Also, the lender must perform an escrow account analysis once during the year and notify borrowers of any shortage.
9. Additionally, Section 10 of RESPA states that, if the escrow account analysis discloses a deficiency, then the servicer may require the borrower to pay additional monthly deposits to the account to eliminate the deficiency. If the deficiency is less than one month’s escrow account payment, then the servicer, may allow the deficiency to exist and do nothing to change it, may require the borrower to repay the deficiency within 30 days, or may requires the borrower to repay the deficiency in two or more equal monthly payments.

10. Attached to secured Creditor's Notice of Mortgage Payment Change is an Escrow Account Disclosure Statement, which clearly sets forth the Projected Escrow Shortage amount of \$1,229.83 as calculated according to the requirements of Section 10 of RESPA.
11. Although the Secured Creditor's Proof of Claim included a projected escrow shortage in the amount of \$3,359.74 in the arrearage figure, Secured Creditor has the right to perform an escrow account analysis once during the year and require these amounts during the bankruptcy to prevent the escrow account from being overdrawn.
12. Secured Creditor's Notice of Mortgage Payment Change is neither incorrect nor improper as filed.
13. Secured Creditor reserves the right to supplement its Response to Debtors' Objection at any time before or at the hearing.

**WHEREFORE**, Creditor respectfully requests that this Honorable Court overrules Debtor's objection and allows Secured Creditor's Notice of Mortgage Payment Change as filed so as to preserve Creditor's Claim, and for such other and further relief as the Court may deem just and proper.

Date: April 10, 2023

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CERTIFICATE OF SERVICE

I certify under penalty of perjury that I served the above captioned pleadings at the addresses specified below on **April 10, 2023**.

The types of service made on the parties were:

By First-Class Mail:

Tara Jean Johnson  
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Saltsburg, PA 15681

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Date: April 10, 2023

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